

Contract no. 1288

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CONTRACT AGREEMENT
BETWEEN
BERGEN COUNTY CAPTAIN'S ASSOCIATION
P.B.A. LOCAL 134A
AND THE SHERIFF OF BERGEN COUNTY
FOR 1988 THROUGH 12/31/90

That the Bergen County Sheriff, hereinafter recognizes the Bergen County Captain's Association PBA Local 134A as the sole and exclusive bargaining agent for all officers holding the rank of Captain within the Department and excluding all other employees of the Department.

THIS AGREEMENT made this day of 1989, between the BERGEN COUNTY SHERIFF, a constitutional officer of the State of New Jersey, with its principal place of business located at Court Street, Hackensack, Bergen County, New Jersey, hereinafter referred to as the "Employer" and the undersigned Captains employed by the Sheriff's Department, hereinafter referred to as "Captains" and the COUNTY OF BERGEN, a body politic of the State of New Jersey, with its principal place of business located at 21 Main Street, Court Plaza South, Hackensack, New Jersey, hereinafter referred to as "County";

WHEREAS, the County is the governing body which has the responsibility to fund the Bergen County Sheriff; and

WHEREAS, the Bergen County Sheriff is an "employer", as defined by the New Jersey Employer-Employee Relations Act, Laws of 1968, Chapter 303 as amended, hereinafter referred to as the "Act";

NOW, THEREFORE, in consideration of the promises, covenants, conditions and undertakings contained in this Agreement, the parties agree as follows:

ARTICLE I - TERM OF AGREEMENT

1.1 The term of this Agreement shall be from January 1, 1988 through December 31, 1990, and it shall remain in full force and effect until a successor Agreement is executed and it shall be retroactive to January 1, 1988, unless otherwise provided.

ARTICLE II - PRESERVATION OF RIGHTS

2.1 Nothing in this Agreement shall abrogate the existing inherent management rights of the employer as set forth in the statutes of the State of New Jersey as interpreted by a Court of competent jurisdiction.

2.2 All benefits owing to employees by the employer, which existed on December 31, 1987, and which have not been reduced to writing and incorporated into this agreement, or which have not been changed or otherwise modified by this Agreement, shall remain in full force and effect during the term of this Agreement, provided that:

- (a) Such benefits were expressly recognized by the employer;
- (b) Such benefits were uniformly provided to all employees with the rank of Captain;
- (c) The employer reserves the right to change rules and regulations which are within the scope of inherent managerial prerogatives.

ARTICLE III - DISCRIMINATION

3.1 This Agreement is subject to all state and federal regulations or discrimination.

ARTICLE IV - SALARY

4.1 Base salaries for term of this Agreement for the title covered under this Agreement shall be as set forth in Schedule "A" attached hereto.

4.2 Employees who have completed 23 or more years of service, shall be paid their base salary for their rank, as shown on Schedule "A" plus additional remuneration as set forth in Schedule "A". This additional remuneration shall be referred to as "Senior Officer Status".

ARTICLE V - LONGEVITY

5.1 Longevity payments shall be made to employees with unbroken, continuous, long-term employment with the employer or the predecessor employer, the Bergen County Board of Chosen Freeholder as follows:

(a)	After completing 72 months (6 yrs.)	\$200.00
(b)	After completing 108 months (9 yrs.)	\$400.00
(c)	After completing 168 months (14 yrs.)	\$800.00
(d)	After completing 228 months (19 yrs.)	\$1,000.00

ARTICLE VI-HEALTH BENEFITS

6.1 The employer shall provide full-time employees and dependents, as defined by the New Jersey State Health Benefits Plan, with enrollment in the New Jersey State Health Benefits Plan. If the present insurance carrier for the aforesaid plan refuses to carry or continue said insurance coverage, then the employer shall immediately apply to a new insurance company for insurance coverage, which is equal to the coverage which is now provided. It is intended that there shall be no interruption of insurance coverage. If there is any insurance interruption on coverage, then the employer shall pay all medical bills incurred, as would have been paid had the

coverage remained in effect.

6.2 Summer, seasonal and per diem workers are not eligible for coverage.

6.3 In accordance with the provisions of Chapter II, Public Laws of 1973, premiums for benefits in the New Jersey State Health Benefits Plan shall be paid by the employer for those employees in the unit who retire, providing that they have served a minimum of 25 years, as set forth in the Act.

6.4 Employees covered under this Agreement shall be entitled to coverage under either the New Jersey Dental Service Plan, Inc. (The Delta Dental Plan), Group No. 316701-2, as exists in the current contract of Local One, New Jersey Employees Union, or coverage by a successor plan with equal benefits. The employer will pay the entire premium.

6.5 Disability Plan: The Employer shall provide to covered employees who enroll, disability benefits insurance coverage during the term of this Agreement, sponsored by John Hancock Insurance Company, or a company agreeable to both parties, subject to the following conditions:

- (a) Employees shall contribute the sum of \$3.40 toward the cost of the plan. Any costs in excess thereof, shall be paid by the Employer. Employees who choose to join the program shall make payment through payroll deductions. No employee shall be obliged to participate in the said program.
- (b) The benefits shall include benefits of 70% of the employee's weekly wage to a maximum of \$150.00 per week, a waiting period of 30 days, with a maximum of 52 weeks in payments, which shall include disability due to pregnancy.
- (c) Employees who are eligible for disability payments and who have accrued sick leave shall receive the disability payments plus such sick leave pay as is necessary to equal their regular bi-weekly base salary.

6.6 Prescription Drug Plan: The Employer shall provide a prescription payment benefits insurance program during the term of this Agreement, through Paid Prescriptions or through an insurance company acceptable to both the Employer and the PBA or through a program of self-insurance, which program shall provide the same or

equal coverage as that provided to the employees of the Bergen Pines County Hospital and shall be subject to the following:

- (a) The first \$2.00 cost of the prescription shall be paid by the employee and the remainder of the cost shall be paid by the insurance company of the Employer.
- (b) Each prescription shall be for a supply of medication not to exceed thirty (30) days.
- (c) Full premium to be paid by the Employer.

6.7 Eyeglass and Vision Plan: Employees shall receive a refund of up to \$150.00 per year towards the cost of an eye examination and/or purchase of eyeglasses upon presentation of a duly authorized receipt to the Employer.

6.8 Reopener: If any health benefits, including, but not limited to a new provision, benefit or improvement in an existing plan is received by employees of the Policeman's Benevolent Association, Local 134, then and in such event, the Captains shall have the right to commence immediate negotiations towards the inclusion of said health benefits into this Agreement.

ARTICLE VII - PAY DURING ABSENCE

7.1 Unscheduled Absences: If, for any reason, employees are unable to report for work, then notice must be given to the Employer as soon as possible, and before the start of scheduled hours of work.

7.2 Jury Duty: Leaves of absence shall be granted to employees called for jury duty. Such leaves shall not be charged against vacation or sick leave. Employees shall be paid the full pay, which they usually receive for the time served on the jury. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

7.3 Sick Leave:

- (a) Employees unable to report to work for any must notify the Employer of such condition, according to the procedure established by the Employer. Failure to give notification without just cause, may result in disapproval of the request for sick leave or be considered as an unscheduled absence.

- (b) The cause of such absence must be reported daily, unless the notice reasonably covers several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted. The Employer retains the right, in sick leave cases under five (5) days, to either conduct an inquiry into the sick leave request or to require examination by a doctor of his choice if he has any question as to the employee's condition.
- (c) Sick leave must be earned before it can be used. Should employees use none or only a portion of earned sick leave in any one year, then the amount of leave not taken shall accumulate from year-to-year during employment.
- (d) Sick leave is earned and accumulated in the following manner:
One working day for each full month of service during the remaining months of the first calendar year of employment and 15 working days (1 1/4 per month) for each calendar year thereafter.
If an employee begins work after the fourth day of the month, sick leave is not earned for that month.
- (e) Part-time employees are eligible for sick leave in the ratio which the number of hours pay period they are regularly scheduled to work has to the number of hours a pay period that a full-time employee is regularly scheduled to work in a pay period.
- (f) Summer, seasonal or per diem workers are not eligible for sick leave.
- (g) Sick leave is hereby defined to mean the absence from work because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. A certificate of a reputable attending doctor shall be required as sufficient proof of need for an employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature which causes periodic or repeated absence from duty for one day or less, only one medical certificate is required for every six (6) month period as sufficient proof of need for such leave, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from

employment. In case of sick leave due to a contagious disease, a certificate from the Department of Health shall be required.

(h) Employees who do not use any sick days during January, February, March or any succeeding quarter of the year shall receive one extra day of vacation leave for each such quarter, up to a maximum of 4 extra vacation days.

7.4 Injury Leave:

(a) Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by an accident, illness or injury which occurred while working and which is covered by Worker's Compensation Insurance.

(b) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Worker's Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the employee. Employees absent from work due to an accident, willfully who fail to fulfill all of the conditions necessary to receive compensation benefits, shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.

(c) Payments shall be made for a period not in excess of 135 days for each new and separate injury. After all injury is used, the employee may elect to use any sick leave, vacation or compensatory time accrued as of the time of the injury.

(d) Use of Injury Leave: Employee absent from work due to an accident, illness or injury covered by Worker's Compensation Insurance, who have completed three (3) months employment, shall be compensated by the Employer at his regular base salary, plus applicable longevity pay. Eligibility will be based on the determination of the New Jersey Division of Worker's Compensation under the terms of the New Jersey Worker's Compensation Act.

(e) Contested Injuries: If the Employer is contesting that the injury occurred on the job, then charges may be made against accrued sick leave, if any. If the Division of Worker's Compensation determines in favor of the employee, then sick leave so charged shall be recrated. If eligibility for payment is denied by the State, the employee shall be eligible to use the accrued sick leave, if any, retroactive to the date of the injury; and to use accrued vacation leave.

(f) Medical Proofs: In order to limit the obligation of the Employer for each new and separate injury, the Employer may require employees to furnish medical proof or submit to a medical examination by a doctor of the Employer's choice, at its expense, to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Employer's employ.

(g) Employees who have suffered an injury while working and are absent five (5) days or more, shall submit a written certification from a doctor setting forth the nature of the injury, the prognosis and the probable date for return to work.

(1) Additional reports shall be filed from the doctor every two (2) weeks thereafter, indicating the current status of the employee's health and anticipated return to duty.

(2) In the absence of such certification, the employee shall not receive injury leave.

7.5 Funeral Leave: Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, grandparents, grandchildren or any other relative residing in the employee household. Funeral leave shall not be charged against the employee's sick leave.

7.6 Terminal Leave: Employees who retire either by retirement, accidental disability retirement or deferred retirement and employees who terminate work after reaching age 60 and who are not entitled to a retirement through the Public Employees Retirement System, shall receive terminal leave in accordance with Option 1 or Option 2, at the employee's election. In addition, in the event of the death of employees who pension rights have vested or who are eligible for early retirement or who have reached the age of 60, the estate of such employees shall receive the terminal leave lump sum payment, according to the option selected by the estate:

Option 1: One-half (1/2) of the employee's earned and unused accumulated sick leave, multiplied by the daily rate of pay based upon the average annual base pay received during the last year of employment, prior to the effective date of his retirement, provided however that no such lump sum payment shall exceed EIGHTEEN THOUSAND (\$18,000.00) DOLLARS, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement.

Option 2: Two (2) days pay for each full year's Employment with the Employer or its predecessor, which payment can be deferred to the first month of succeeding calendar year following the employee retirement.

In the event of the death of an active employee with seven (7) years of service, terminal leave shall be paid to his estate, in accordance with the option selected.

7.7 (a) Leave of Absence: Upon application and at the discretion of the Employer, a permanent employee may be granted a personal leave of absence without pay or accrual of benefits credit, for a period not to exceed six (6) months. In exceptional circumstances and at the discretion of the Employer, such leave may be extended for an additional six (6) months.

(1) Ordinarily, a personal leave of absence or an excused absence will not be granted for the purpose of seeking or accepting employment with another employer.

(2) Personal leaves of absence, when granted, will be with the understanding that employees intend to return to work. Employees who fail to return within five (5) days after the expiration of leave of excused absence, may be considered to have resigned not in good standing.

(3) Employees on leave without pay for more than two (2) weeks in any month, will not receive paid health

benefits, holiday pay, nor will they accrue sick leave and vacation time in such month.

(b) Maternity Leave: Upon application, permanent female employees may use accumulated sick leave for maternity leave.

(1) Female employees requesting their maternity should report their pregnancy not later than the end of the fourth month. If there are any personal questions pertaining to maternity leave, the employee can ask the Employer to schedule an appointment with the registered nurse in the County Medical Clinic.

(2) Employees, while on paid maternity leave, will continue to accrue sick leave, vacation, holiday pay and other benefits paid for by the Employer for the duration of the paid leave.

(c) Military Service Leave: Leave for military service or training, pursuant to Federal or State Statutes shall be granted.

ARTICLE VIII - VACATION

8.1 Vacation leave shall be scheduled in a uniform manner, in accordance with seniority, where practicable, subject only to the requirements of the employer. Seniority shall be measured from the date of permanent appointment to title within the bargaining unit.

8.2 The vacation period shall commence from January 1 and continue until December 31 of each year. The vacation leave shall be earned as follows:

(a) Employees shall earn one day for each full month of employment during the first year of employment for the first 11 months and 4 days in the twelfth month. If date of hire commences on or before the fourth calendar day of the month, then the employee shall be deemed to have been employed for the full month.

(b) From the beginning of the second year to and including the fifth year, employees shall earn vacation leave at the rate of 1 1/4 days per month.

(c) From the beginning of the sixth year and thereafter, employees shall earn vacation leave at the rate of 1 2/3 days per month.

(d) Vacation leave may be accumulated as set forth in the Civil Service Act.

ARTICLE IX - PERSONAL LEAVE

9.1 Employees shall be entitled to take one day of

personal leave with pay during each year of this Agreement. The Employer shall be notified of the personal leave request, in writing. Prior approval of the Employer must be obtained before such leave may be taken.

9.2 Summer, seasonal and per diem workers are not entitled to personal leave.

ARTICLE X - HOLIDAYS

10.1 The Employer observes the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after
Independence Day	Thanksgiving
	Christmas Day

10.2 If any additional full-day holiday is granted by the County of Bergen to its employees, then the employees herein shall be granted such holiday.

10.3 Except as provided hereinafter, employees shall be paid for but shall not work on the aforesaid holidays.

10.4 Employees assigned to work continuous shifts may be scheduled to work holidays. They shall also be scheduled to have fourteen (14) days off with pay in lieu of having holidays off.

10.5 If a holiday occurs during an employee's vacation leave, then employees shall be granted an additional day of vacation. Present, Jail, Communication and Identification Bureau policy is excepted, since holidays are built into this schedule.

ARTICLE XI - RETENTION OF CIVIL RIGHTS

Employees shall retain all civil rights under the New Jersey State law.

ARTICLE XII - INSURANCE AND WELFARE

12.1 The employees shall continue to receive liability coverage of the type now in force and effect, including insurance against false arrest, \$1,000,000.00 per employee, and \$1,000,000.00 per incident.

12.2 The employees shall continue to have all necessary legal assistance in the defense of civil claims by third parties for personal injury, death or property damage arising out of and in the course of employment.

12.3 The employees shall continue to have all judgments entered against said employees as a result of said claims paid and satisfied, provided however, that the Employer's insurance carrier shall have exclusive control over the defense of the suit. In addition, the Employer shall provide legal counsel, at its cost, as may be required by State statute.

ARTICLE XIII - CLOTHING ALLOWANCE

13.1 Employees shall be entitled to an annual uniform allowance of \$595.00 during the years of 1988, 1989, and 1990. Payment shall be made in a lump-sum in March of each year.

ARTICLE XIV - APPLICABLE LAWS

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Law.

ARTICLE XV - EDUCATIONAL INCENTIVE

15.1 The following annual increments shall be paid to employees covered by this Agreement, who have successfully completed degree requirements in police science or related fields:

(a) Associate Degree.....	\$300.00
(b) Bachelor's Degree.....	\$400.00
(c) Master's Degree.....	\$500.00
(d) Doctorate.....	\$600.00

Said amounts to paid annually in a lump-sum, commencing in the calendar year of receipt of the degree.

15.2 Tuition Reimbursement: The Employer shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning, provided:

(a) The course is directly job-related and has received the prior approval of the Employer, which approval shall not be unreasonably withheld;

(b) The course, or its equivalent, is not offered by the County of Bergen at no cost to the employee;

(c) The cost to the Employer shall not exceed \$35.00 per credit;

(d) Employees shall be entitled to reimbursement for not more than six (6) credits per year;

(e) Employees who have successfully completed the course and proof thereof has been furnished to the Employer.

ARTICLE XVI - PERSONNEL FILES

16.1 A personnel file for all employees with the rank of Captain shall be maintained by the Employer in the Employer's office. His file shall contain ordinary or routine papers and any confidential papers. Upon reasonable notice to the employer, and at reasonable times, employees may review personnel files. The files maintained by the employer shall be kept confidential, but may be used by the Employer to evaluate employees.

16.2 Whenever a written complaint against employees of their actions are placed in the confidential files, a copy shall be made available to the employees, who shall have the opportunity to rebut the complaint if so desired, and the same shall be placed in the file. When the employees are given a copy of the complaint, the identity of the complainant shall be deleted. However, if any disciplinary action is taken based on any complaint, then the employees shall be furnished with all details of the complaint, including the identity of the complainant.

16.3 All personnel and confidential files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file is cause for appropriate disciplinary action.

ARTICLE XVII - ANNUAL PHYSICAL EXAMINATION

The Employer shall provide employees, who so choose, an annual medical examination, at no cost to the employees.

ARTICLE XVIII - WEAPONS AND LEATHER GEAR

18.1 Employees required to have a weapon shall have the same furnished by the Employer, at no cost to the employees.

18.2 Employees required by law to qualify in order to carry a firearm, shall be afforded the opportunity to do so while working. Ammunition and targets shall be provided by the Employer for the initial qualification and for a second qualification, in the event the employees fail to qualify on the initial qualification.

18.3 If employees are required to carry a firearm and wear appropriate leather gear, then the employees shall have the leather gear furnished by the Employer, at no cost to the employees. The leather gear provided shall become the personal property of said employees. Employees shall have the responsibility of maintaining the leather gear in serviceable condition; however, should said leather gear be rendered useless due to age, ordinary wear and tear, or damage or otherwise rendered unserviceable, then it shall be the responsibility of the employees to replace said non-serviceable items at their own cost and expense.

ARTICLE XIX - LOSS OR DAMAGE TO PERSONAL ITEMS

Employees shall be reimbursed for any loss or damage resulting to their personal items incurred during a physical incident while on duty. Said personal items shall include, but not be limited to, uniform, leather gear, eyeglasses, watches and jewelry; however, any damage to watches and jewelry shall not exceed the sum of \$100.00; however, the only jewelry that is covered under this Article is earrings, wedding or engagement rings. Employees must report said loss or damage to their Superior Officer, no later than the beginning of the next full shift, in order to be entitled to reimbursement. However, if employees are disabled, injured, incapacitated, delayed or detained, then they shall make said report as soon as possible under the circumstances.

ARTICLE XX - ADDITIONAL ADMINISTRATIVE DUTIES

If the Employer assigns additional administrative duties then employees performing such duties shall receive additional compensation in an amount to be determined by the Employer, but not exceeding an additional \$2,500.00. This additional compensation will continue, so long as the additional administrative duties are performed.

ARTICLE XXI - BENEFITS DURING UNPAID LEAVE OF ABSENCE

22.1 Subject to all the conditions and limitations

contained herein, full-time, permanent employees who suffer an injury or illness which is not covered by Worker's Compensation and which prevents such employees from working for the Employer, upon exhaustion of their accrued sick leave and vacation leave and upon written application, shall be entitled to an unpaid leave of absence.

22.2 The period of such leave shall be from the date of exhaustion of accrued sick leave and vacation leave to the date the employee is able to return to work; but the period shall not be greater than one (1) year from the first day of such illness or injury.

22.3 During the period of such leave of absence, the Employer shall pay the premium for the employee's coverage in the New Jersey State Health Benefits Plan. Coverage shall include spouse and dependents, when applicable.

22.4 During the period of such leave, the Employer shall have the right to have such employees examined, at its expense, by doctors of its choice, at reasonable intervals, to obtain opinions concerning the ability of the employees to work.

22.5 The benefit contained herein shall not be provided to employees who, during the period of such leave of absence, either become employees of a person other than the Employer herein, or who become self-employed.

22.6 The benefit contained herein shall be effective on September 1, 1988.

ARTICLE XXIII - WORK SCHEDULE

23.1 The regular work week shall start at 00 hours on Sunday and end at 2400 hours on the next succeeding Saturday.

23.2 Captains shall work eight (8) hours per day, five (5) days per week and forty (40) hours per week. The time at which work starts and ends shall be at the discretion of the Employer.

ARTICLE XXIV - GRIEVANCE PROCEDURE

24.1 The purpose of the grievance procedure is to settle all grievances between the employer and the Captains as quickly as possible and to insure efficiency and promote the morale of the Captains.

24.2 A grievance is defined as any disagreement between the Employer and the Captains involving the interpretation or application of the Agreement or of an Employer's regulation or a violation of this Agreement or a suspension.

24.3 All grievances shall be processed as follows:

STEP 1: They shall be discussed orally by the employees involved and the Association representative with the Undersheriff in charge of that Captain's Division. An answer shall be given within five (5) days by the said Undersheriff to the Association Representative.

STEP 2: If the grievance is not settled through Step 1, the same shall be reduced to writing by the Association and submitted to the Sheriff or a hearing officer designated by him other than the Undersheriff involved in Step 1.

24.4 If grievances are not settled by Steps 1 or 2, then the Association shall petition the executive committee of the Association to submit the grievance to arbitration. If the Association Executive Committee determines that the grievance is meritorious, then the Association shall submit the dispute to arbitration from a panel appointed by the New Jersey Public Employment Relations Commission. The arbitrator shall have the full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the Agreement and the referenced policies. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator and expenses shall be borne equally by both parties.

24.5 Nothing herein shall prevent any employee from processing his own grievance, but not arbitration, providing, however, the Association representatives have the right to be present and to be heard.

24.6 Suspensions of more than five (5) days or a dismissal may not be arbitrated, but may be appealed through Civil Service proceedings.

24.7 Grievances must be initially filed within 30 days of the incident, or the employee's knowledge of such incident.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date first set forth above.

SCHEDULE A
BASE ANNUAL SALARIES

	1/1/88	1/1/89	1/1/90	7/1/90
Captain				
Sheriff Officer	\$43,198	\$47,626	\$51,091	\$52,368
Correction Officer	43,198	47,626	51,091	52,368
Senior Officer Pay	1,599	1,763	2,051	
K-9 Stipend	1,000	1,000	1,000	